

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "COUNTY") and NOVACOPY, INC. (hereinafter "NovaCopy").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") dated October 19, 2006, for copier rental; and

WHEREAS, said Agreement was for an initial term to begin upon execution and continue through June 30, 2007 with the option to renew for two (2) additional one (1) year periods upon written mutual consent and an additional renewal period beginning July 1, 2009 through December 31, 2009 upon written mutual consent; and

WHEREAS, The parties have exercised all options to renew; and

WHEREAS, The NOVACOPY, INC. has proposed to extend the current contract for a two (2) year period to June 30, 2012 at the reduced billing rate of 75% of the current rate; and,

WHEREAS, The reduced billing rate will save Shelby County Government approximately \$360,000.00 per year; and,

WHEREAS, The Purchasing Department has determined that it is in the best interests of Shelby County Government to continue doing business with NOVACOPY, INC. on a single/sole source basis for the two (2) year extension of this agreement; and,

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for the period beginning January 1, 2010 through June 30, 2012.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to renew said Agreement for the period beginning January 1, 2010, to June 30, 2012.
2. The costs per copy for this amendment shall be at the reduced billing rate of 75% of the current contract rate and payable in accordance with the terms of the Agreement.
3. The total cost of this Amendment shall not exceed \$505,465.00 per year for any year in which this Agreement is in effect.
4. This Amendment shall be subject to and contingent upon the adoption of the Fiscal-Year Operating Budget of Shelby County Government by the Board of County Commissioners for each year this Amendment is in

effect, and approval of the cost for this Amendment within said Operating Budget.

5. Except as amended, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2009.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

Joyce Avery
Acting Mayor

NovaCopy, Inc.

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____